PROFESSIONAL SERVICES AGREEMENT
Sherwood St and Shakespeare St Water Main Replacement Project

THIS AGREEMENT is made and entered into on the date fully executed below by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as "City," and IMEG, 1817 South Ave W, Missoula, MT 59801 hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City desires to utilize Consultant to provide design, bidding and other tasks as stated in Exhibit A; and

WHEREAS, Consultant has represented to the City that Consultant has the necessary expertise to furnish said services and has available to Consultant the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Purpose
City desires to have Consultant perform professional services for the design and engineering of Sherwood St and Shakespeare St water main replacement project as outlined in Exhibit A.

2. Effective Date and Term
This Agreement is effective upon the date of its execution by both parties and will terminate on upon 30 days' notice by the City to Consultant of its desire to terminate the Agreement by giving such notice to Consultant's designated liaison identified below. The Term of this Agreement may be extended by mutual agreement of the parties by executing an amendment to this Agreement in writing.

3. Scope of Work

a. Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and

b. If authorized in writing as provided in this subsection, Consultant shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Consultant, this

Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

4. Payment

a. City agrees to pay Consultant an amount not to exceed $83,770.00 for services outlined in Exhibit A in accordance with the terms and conditions laid out in Exhibit B – Compensation, and Consultant shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include the signature of the Mayor.

b. Consultant shall submit monthly statements for basic and additional services rendered. City shall pay Consultant within 30 days of receipt of an itemized invoice for the services rendered or shall notify Consultant of any dispute by City concerning the performance of any services and the basis therefore and shall pay Consultant within thirty days for the services not in dispute. If any items are disputed by City, Consultant and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Consultant of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. Independent Contractor Status

The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation: Statutory
- Commercial General Liability: $1,000,000 per occurrence
  $2,000,000 annual aggregate
- Automobile Liability: $1,000,000 property damage/bodily injury
  $2,000,000 annual aggregate
- Professional Liability: $1,000,000 per claim
  $2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service

Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Consultant's profession. Consultant is being hired by the City due to Consultant's representation of having the necessary experience required to produce required design documents that meet all specifications and requirements referenced in the bid and contract documents (the "Required Specifications"). City staff may review and provide comment or informal approval of the documents produced by Contractor, but the City staff may not have the experience or capacity to guarantee that the plans produced meet the Required Specifications. By executing this Agreement Consultant is agreeing to be solely responsible for ensuring the professional design documents it produces meets the Required Specifications.

8. Compliance with Laws

Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

9. Nondiscrimination and Equal Opportunity

Consultant agrees and shall comply with the following Non-Discrimination and Equal Opportunity policies:

NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

EQUAL OPPORTUNITY POLICY

Consultants, contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Equal Opportunity Policy, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Equal Opportunity Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, to the extent practical, shall ensure that subcontractors and vendors comply with this policy and the City's non-discrimination and equal opportunity requirements found at Chapter 9.64 of the Missoula Municipal Code. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds or future

contracting opportunities.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of equal employment for the City of Missoula, its employees, program participants, trainees and applicants.

10. Default and Termination

If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

11. Modification and Assignability

This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials

All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison

The City's Designated liaison with Consultant is Cory Davis, and Consultant's designated liaison with City is Andy Schultz.

14. Previous Agreements

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability

This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:

_____

MAYOR:
City of Missoula, Montana

_____
Mayor, Andrea Davis

ATTEST:

_____
City Clerk , Clarie Trimble

APPROVED AS TO FORM:

_____
City Attorney, Ryan Sudbury

(SEAL)

Exhibit A. Consulting Scope of Services & Cost Estimate

PROJECT NAME:	City of Missoula - Sherwood & Shakespeare Water Main Replacements	DATE:	3/27/2026

Phase 00 - Study / Review			Consulting Cost Estimate			
Item No.	Description	Scope	IMEG Services	Included Survey Units	Included Expenses	Included Subconsultants
0.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	$ 800.00			
0.04	Pre-Design Meeting & Client Consultation	Project Manager and select team members will meet with the Client to discuss project goals and project coordination. IMEG to utilize readily available sources to access, save, and review As-Builts and Ditch Cards for project area and set up initial water service table. Coordination with City of Missoula for missing ditch cards and as-builts that are not readily available, and review that additional information. Initial meeting with City of Missoula / Missoula Water to review and questions or cocerns related to the as-builts of the main plus water and sewer service ditch cards and discuss tie in options. Review preliminary survey research.	$ 3,190.00			
0.08	Review Right-of-Way, Plats & COS's	Time included to research the status of the adjacent right of ways (ROWs), with the ROW typically 80-foot in the project area. Time included to research at Records Room concerning ROW. Assumes ROW will not be determined to be exact as improvements will take place within the road right of ways and service lines will be run just outside of road area.	$ 630.00			
0.11	City of Missoula Stage 2 - Preliminary Alignment Review	Based on the information gained through the initial feasibility tasks and field work, IMEG will prepare a preliminary alignment and connection options of the water main replacement. IMEG will submit preliminary alignment to Missoula Water for review/comment as part of the Stage 2 submittal process.	$ 7,930.00			
		Phase 00 - Total	**$ 12,550.00**	**$ -**	**$ -**	**$ -**

Phase 01 - Preliminary Survey & Field Work						
Item No.	Description	Scope	IMEG Services	Included Survey Units	Included Expenses	Included Subconsultants
1.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	$ 370.00			
1.02	General Site Visit	Engineering staff member to walk site to get general understanding of topography and existing features. Become familiar with the previously unidentified potential challenges to the project and take photos of the site. Assumes time included to research and dip sewer mains in the project area.	$ 1,670.00			
1.06	Utility Mapping - Limited R/W Survey & Utility/Topographic Mapping	IMEG will request a utility locate minimum five (5) business days prior to the survey crew being on site. IMEG engineering staff will paint the locate area in white as requested / required by the Owner and utility companies. The visible, above ground utilities and respective underground utility locations will be tied by the survey crew for future placement on to the site map. IMEG survey crews will visit the site and ties structures, improvements, cultural features and ground elevations sufficient to create an accurate map of the site. Contours will be generated at one-foot intervals based upon the collected data, creating a surface suitable for design. Cultural features include, but are not limited to: mail boxes, utility lines, fences, power poles, wells, pathways, driveways and signs. Mapping will be completed and referenced to the Montana State Plane coordinate system and the vertical datum will be referenced to NAVD88. In addition to topographic features, limited R/W ties will be made to existing monumentation & surveys/plats of record. Mapping information will be depicted in relation to the R/W. Survey control will also be placed in areas out of the construction area that can be used during the construction staking phase of the project (assumes 1.5 days for control). Time included for a drafter to reduce the mapping into a site map. Time included for any site map updates based on site visit above. Assumes 8 days of survey crew field work. Project survey area is Sherwood Street from Cowper to Dickens, and Shakespeare Street from Sherwood to Phillips.	$ 17,715.00	$ 1,425.00		
		Phase 01 - Total	**$ 19,755.00**	**$ 1,425.00**	**$ -**	**$ -**

Phase 31 - Utility Construction Documents						
Item No.	Description	Scope	IMEG Services	Included Survey Units	Included Expenses	Included Subconsultants
31.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	$ 1,355.00			
31.16	DEQ 1 Water System, Report - Exhibits	Develop the water system collection maps for this vicinity and gather hydrant test data. Assumes that City of Missoula / Missoula Water will provide the hydrant test data to IMEG if needed. Assumes calculations are not needed as this is a replacement and not an extension serving new development.	$ 390.00			

31.17	DEQ 1 Water System, Report - Produce	Given that the involved parties are familiar with this type of water main replacement work, the MDEQ Certified Checklist for water mains will be used. This checklist requires a thorough review of the plans against MDEQ's Circular DEQ-1 for compliance. In addition, a simple design report will be prepared in accordance with Circular DEQ-1. This includes getting certification from the Client that they will retain a PE to certify the improvements and review by the governing body's Engineering staff for the main replacement plans. Assumes there will be two (2) deviation requests.	$ 1,470.00			
31.18	DEQ 1 Water System, Construction Plans - Plan/Profile	Complete Construction Plans will be prepared depicting plan and profile of the water main replacement for the following areas: Sherwood Street from Cowper to Dickens, and Shakespeare Street from Sherwood to Phillips, for approximately 3,000 lineal feet. Assumes up to 7 sheets will be required for plan and profile. Assumes entire project will be designed and bid in a single phase / construction season.	$ 17,090.00			
31.19	DEQ 1 Water System, Construction Plans - Details	Prepare cover sheet and one detail sheet including typical details for water main construction. Additional coordination with the system Owner is not anticipated for details since this is a standard water main construction. Time included for updating of Water Service Table to match final design plans.	$ 6,280.00			
31.20	City of Missoula Stage 3 and Stage 4 Checklists	Assumes that the Stage 3 and Stage 4 Checklist will need to be completed for the City of Missoula. Time included to complete these 2 checklists and submit to the City for their review and approval. Time included to make revisions based on City's Stage 3 review and comments.	$ 4,275.00			
31.21	MDEQ Submittal	Finalize packet, copy, and send in. Assumes no review fees as project will be an SRF project. Time included for internal QA/QC.	$ 1,740.00			
31.22	Address Reviewer Questions	As these are simple main projects with the Certified Checklist, it is assumed that there will be no MDEQ requests for additional information.	$ -			
		Phase 31 - Total	**$ 32,600.00**	**$ -**	**$ -**	**$ -**

Phase 40 - Bidding / Negotiation

Item No.	Description	Scope	IMEG Services	Included Survey Units	Included Expenses	Included Subconsultants
40.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	$ 985.00			
40.03	Contract Documents and Specifications - including SRF Documentation	IMEG will prepare a Project Manual with Contract Documents and Specifications. The contract documents will be appropriately formatted for the project funding source and will integrate the City of Missoula Project Special Conditions and applicable contract forms. The Contract Documents will include the following sections: Invitation to Bid, Instructions to Bidders, Acknowledgment of Receipt of Addendum, Bid Form and Unit Price Schedule, Bid Bond, Notice of Award, Agreement, Payment and Performance Bonds, Notice to Proceed, Change Order Form, Application for Payment Form, Certificate of Completion Form, General Conditions, Supplementary Conditions, Wage Rates, EEO Requirement Provisions, City of Missoula Special Provisions, SRF Requirements, and IMEG Special Provisions. The contract documents will also include the Final Construction Drawings.	$ 4,325.00			
40.04	Quantity Estimates	Based on Construction Drawings IMEG will determine quantities of Site work items for an Engineers Cost Estimate.	$ 2,860.00			
40.05	Engineer's Cost Estimate	Prepare an engineer's estimate based on the bid item schedule (quantities) in the contract documents. Unit costs will be derived from other recent construction projects and any preliminary unit costs the Client may have obtained.	$ 1,840.00			
40.08	Bidding Assistance	Assumes project will be bid through QuestCDN. Coordinate bid solicitation through City of Missoula process. Assumes City of Missoula will pay the bid advertising cost in the Missoulian. Prepare for and conduct Pre-Bid Meeting. Answer bidder's questions. Assist with review of bids for compliance with specifications, prepare bid tabulation for review, and provide recommendation to Client for award. Upon approval for award, IMEG will issue the Notice of Award. Assumes one (1) addenda will be issued. Assumes addenda will primarily focus on clarifications to bidders, with only minor revisions to plans via exhibits.	$ 3,530.00			
40.10	**Future** Construction Administration (CA) / Construction Engineering & Inspection (CE&I)	**Assumes IMEG will provide an Amendment Scope/Budget for the Construction Administration and Oversight for this project at a later date. No scope nor budget provided at this time.**				
		Phase 40 - Total	**$ 13,540.00**	**$ -**	**$ -**	**$ -**

Item No. - Description	IMEG Services	Included Survey Units	Included Expenses	Included Subconsultants
Phase 00 - Study / Review	$ 12,550.00	$ -	$ -	$ -
Phase 01 - Preliminary Survey & Field Work	$ 19,755.00	$ 1,425.00	$ -	$ -
Phase 31 - Utility Construction Documents	$ 32,600.00	$ -	$ -	$ -
Phase 40 - Bidding / Negotiation	$ 13,540.00	$ -	$ -	$ -
Phase 90 - 5% Additional Services - TBD by City's Project Manager	$ 3,900.00			
Total Consulting and Expenses	**$ 82,345.00**	**$ 1,425.00**	**$ -**	**$ -**
Total Estimate including Reimbursable Expense	**$83,770.00**			